

STANDARD UTILITY AGREEMENT
Non Federal-aid

Agreement No. _____

County Brazos ROW Account No. 8017-1-60
Federal Project No. _____ Highway No. SH6
CSJ No. 0049-12- Contract No. _____

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, hereinafter called the **State**, and the City of College Station, hereinafter called the **Owner**, acting by and through its duly authorized representative, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the **State**, has deemed it necessary to make certain highway improvements generally described as follows: County Brazos Highway SH6
located from _____ at the SH 30 Interchange
to _____; and,

WHEREAS, this proposed highway improvement will necessitate the adjustment, removal or relocation of certain facilities of **Owner** as indicated in the following statement of work:

The relocation of 773' of 16" ductile iron sanitary sewer main at the intersection of State Highway No. 30 (Harvey Road) and State Highway No. 6 (Earl Rudder Freeway)

and such work is shown in more detail in **Owner's** preliminary plans, specifications and cost estimates which are attached hereto and made a part hereof; and,

WHEREAS, the **State** desires to implement the adjustment, removal or relocation of **Owner's** facilities by entering into an agreement with said **Owner** as soon as possible;

NOW, THEREFORE, BE IT AGREED:

The **State**, subject to the acquisition of such rights or interests as may be deemed necessary along or across **Owner's** interest in land, will pay to **Owner** the costs incurred in adjusting, removing or relocating **Owner's** facilities up to the amount said costs may be eligible for State participation.

The **Owner** has determined that the method to be used in developing the adjustment, removal or relocation costs shall be as specified for the method checked and described hereafter:

- ☐ (1) Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- ☒ (2) Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the **Owner** and approved by the **State**.
- ☐ (3) An agreed lump sum of \$ _____, as supported by the analysis of estimated cost attached hereto.

Date: _____

Utility Joint Use Agreement
(Non Controlled Access Highway)

Agreement No. _____

THE STATE OF TEXAS	}	county	Brazos
	}	Federal Project No.	
COUNTY OF	Travis	CSJ No.	0049-12-
		Account No.	8017-1-60
		Highway No.	SH6
		Limits	At SH 30 Interchange

WHEREAS, the State of Texas, hereinafter called the State, acting by and through the Texas Department of Transportation, proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the _____ City of College Station, hereinafter called **Owner**, proposes to retain, locate or relocate certain of its facilities and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated on the plans attached to Standard Utility Agreement as executed by **Owner** on the _____ day of _____, 20____, or on location sketches attached hereto except as provided hereinbelow;

NOW, THEREFORE, it is hereby mutually agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reasons of ownership of an easement or fee title or otherwise under law has the right to alter, modify or add to facilities presently located within the area above described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the Texas Department of Transportation prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the opinion of the Texas Department of Transportation, such alteration, modification or new construction will injure the highway or endanger the traveling public using said highway, the Texas Department of Transportation shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway; provided further, however, that such regulations shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **State**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

In the event the **Owner** fails to comply with the requirements as set out herein, the **State** may take such action as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: City of College Station

Utility Name

By: Edward W. Wilson

Authorized Signature _____

Title: City Engineer

Date: 1/31/02

EXECUTION RECOMMENDED:

District Engineer, Texas Department of Transportation

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

Director of Right of Way
Texas Department of Transportation

Date: _____

STATEMENT
(Covering Contract Work as Appears in Preliminary Estimate)

Agreement No. _____

County Brazos

ROW Account No. 8017-1-60

Federal Project No. _____

Highway No. SH6

CSJ No. 0049-12-

I, _____, a duly authorized and qualified representative of
the City of College Station, hereinafter referred to as **Owner**, am fully aware
of the facts and make the following statements in respect to work which will or may be done on a contract
basis as appears in the preliminary estimate to which this statement is attached:

☐ I. It is more economical and/or expedient for **Owner** to contract this adjustment because:

☐ II. **Owner** is not adequately staffed or equipped to perform the necessary work on this project
with its own forces to the extent as indicated on the preliminary estimate.

Procedure to be Used in Contracting Work

☒ A. Solicitation for bids is to be accomplished through open advertising and contract is to be
awarded to the lowest qualified bidder who submits a proposal in conformity with the
requirements and specifications for the work to be performed.

☐ B. Solicitation for bids is to be accomplished by circularizing to a list of prequalified contractors or
known qualified contractors and such contract is to be awarded to the lowest qualified bidder
who submits a proposal in conformity with the requirements and specifications for the work to
be performed. Such presently known contractors are listed below:

1.

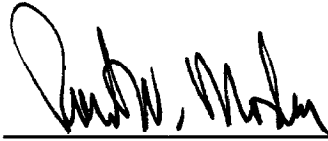
2.

3.

4.

5.

- ☐ C. The Work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing continuing contract, give detailed information by attachment hereto.)
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the preliminary estimate in order to obtain the concurrence of the **State** and the Federal Highway Administration Division Engineer, where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).



Signature

City Engineer

Title

7/31/02

Date

That, to the best of his/her knowledge, said **Owner** is the owner of the following described interests in the hereinabove-indicated lands, copies of the instruments under which said **Owner** claims said interests being attached hereto and made a part hereof:

Signature

Title

City of College Station

Company

Sworn to and subscribed before me this _____ day of _____,
A.D. 20_____.

Notary Public, State of Texas (Signature)

(Print or Type Name of Notary Public)

My Commission expires on the _____ day of _____, 20_____.

HESTER ENGINEERING COMPANY
CIVIL ENGINEERING SERVICES
7607 EASTMARK DRIVE, SUITE 253-B
COLLEGE STATION, TEXAS 77840
(979)693-1100 fx:(979)693-1075
email: hec@gkg.net

April 25, 2002

Frank Simoneaux
College Station Water & Wastewater Department
P.O. Box 9960
College Station, Texas 77842
979-764-366 1

Re: SANITARY SEWER LINE RE-ALIGNMENT
HARVEY ROAD AND EARL RUDDER FREEWAY
Engineering Services Proposal/Contract

Dear Frank,

I appreciate the opportunity to submit a proposal for preparing construction plans for your referenced project. Hester Engineering Company (HEC) has successfully completed numerous projects of this type and is acquainted with the College Station and TXDOT standards and regulatory requirements.

- It is my understanding the project involves the realignment of an existing 15" clay tile sanitary sewer, the construction of two manholes and slurry grouting the abandoned line.
- It is my understanding that the line will be bored and cased with restrained joints and spacers in the casing pipe under 2 lanes of the Earl Rudder Freeway and the east Earl Rudder Freeway frontage road.

SCOPE OF SERVICES:

Preliminary Phase:

Field visits to site

Topographic survey

Topographical survey will be tied to College Station monument control.

Prepare topographic fieldwork and meet with College Station and TXDOT staff for design input.

Design Phase:

Design and drawing of sewer line relocation

Design to comply with College Station and TXDOT standards

Sediment control plan

Traffic control plan

Prepare TXDOT permit applications

Plan review by City Engineering staff
Plan review by TXDOT Engineering staff
Engineers estimate
Contract Documents; Bid Proposal and Special Conditions.

Construction Phase:

Daily site visit.

COST OF SERVICE:

The following is the Cost for services that will be required:

TOTAL HEC COST	\$11,200.00
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Invoices are due and payable upon receipt, payable in College Station, **Brazos** County, Texas.

SCHEDULE:

Construction shall be complete by August 16, 2002.

If you would like for me to proceed with this project please sign **below** and return the letter to me. I will begin the work as soon as I receive the signed letter.

I look forward to working with you on this project and if you have any questions please contact me.

Sincerely,


Michael G. Hester, P.E.

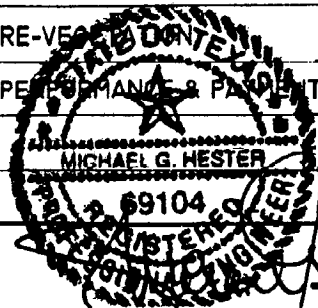
APPROVAL:


Frank Simoneaux

NOTICE TO PROCEED:

15 MAY 02
Date

ENGINEERS QUANTITY AND COST ESTIMATE					
HARVEY ROAD ~ EARL RUDDER FREEWAY 16" D.I. SANITARY SEWER MAIN RE-ALIGNMENT					
PROJECT NO. SS02-07 ~ BID NO. 02-82					
ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	L.S.	\$10,000.00	\$10,000.00
2	LAYOUT	1	L.S.	\$5,000.00	\$5,000.00
3	TRAFFIC CONTROL	1	L.S.	\$20,000.00	\$20,000.00
4	16" DUCTILE IRON, CL250 OPEN CUT	423	L.F.	\$150.00	\$63,450.00
5	BORE, 30" CASING, 16" D.I., SPACERS	350	L.F.	\$400.00	\$140,000.00
6	MANHOLES	2	EA	\$4,000.00	\$8,000.00
7	CONNECT TO EXISTING MANHOLE, PLUG INACTIVE LINE WITH GROUT.	1	L.S.	\$2,500.00	\$2,500.00
8	CONNECT TO EXISTING 16" DUCTILE IRON	1	L.S.	\$2,500.00	\$2,500.00
9	BY-PASS PUMPING	1	L.S.	\$15,000.00	\$15,000.00
10	REMOVE TOP OF EXISTING MANHOLES TO TO TOP OF PIPE AND PLUG LINES WITH GROUT	2	EA	\$1,000.00	\$2,000.00
11	EROSION AND SEDIMENT CONTROL	1	L.S.	\$1,000.00	\$1,000.00
12	TRENCH SAFETY	423	L.F.	\$3.00	\$1,269.00
13	FENCE REPAIR	20	L.F.	\$25.00	\$500.00
14	RE-VEGETATION	1	L.S.	\$1,000.00	\$1,000.00
15	PERFORMANCE & PAYMENT BONDS	1	L.S.	\$4,000.00	\$4,000.00
				TOTAL CONSTRUCTION COST =	\$276,219.00
				TOTAL NUMBER OF CALENDAR DAYS TO SUBSTANTIAL COMPLETION =	100



16.12.2
Don, P.C.

16" SANITARY SEWER MAIN LINE REALIGNMENT
 BID TABULATION #02-82
 WATER/WASTEWATER DIVISION

ITEM NO.	QUANT.	UNIT	Description			Elliott Construction		Texcon	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	1	LS	Mobilization	8,326.00	\$8,326.00	12,000.00	\$12,000.00	5,000.00	\$5,000.00
2	1	LS	Layout	4,255.00	\$4,255.00	4,000.00	\$4,000.00	4,000.00	\$4,000.00
3	1	LS	Traffic Control	17,176.00	\$17,176.00	15,000.00	\$15,000.00	8,000.00	\$8,000.00
4	423	LF	16" Ductile Iron, CL250 Open Cut	96.50	\$40,819.50	95.00	\$40,185.00	170.00	\$71,910.00
5	350	LF	Bore, 30" Casing, 16" DI, Spacers	371.45	\$130,007.50	511.00	\$178,850.00	480.00	\$168,000.00
6	2	EA	Manholes	3,118.00	\$6,236.00	4,000.00	\$8,000.00	3,500.00	\$7,000.00
7	1	LS	Connect to Existing Manhole, Plug Inactive Line	2,504.00	\$2,504.00	1,000.00	\$1,000.00	2,000.00	\$2,000.00
8	1	LS	Connect to Existing 16" Ductile Iron	3,974.00	\$3,974.00	2,000.00	\$2,000.00	2,000.00	\$2,000.00
9	1	LS	By-Pass Pumping	12,404.00	\$12,404.00	5,000.00	\$5,000.00	7,000.00	\$7,000.00
10	2	EA	Remove Top of Existing Manholes to Top of Pipe	1,316.00	\$2,632.00	1,000.00	\$2,000.00	2,000.00	\$4,000.00
11	1	LS	Erosion & Sediment Control	2,180.00	\$2,180.00	1,500.00	\$1,500.00	1,000.00	\$1,000.00
12	423	LF	Trench Safety	4.65	\$1,966.95	5.00	\$2,115.00	3.00	\$1,269.00
13	20	LF	Fence Repair	50.45	\$1,009.00	100.00	\$2,000.00	25.00	\$500.00
14	1	LS	Re-vegetation	1,061.00	\$1,061.00	3,500.00	\$3,500.00	1,500.00	\$1,500.00
15	1	LS	Performance & Payment Bonds	5,693.00	\$5,693.00	8,000.00	\$8,000.00	5,000.00	\$5,000.00

Grand Total

\$285,150.00

\$288,179.00

Staff Award Recommendation